

THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CANYON ESTATES CONDOMINIUM
ASSOCIATION, a Washington non-profit
corporation,

Plaintiff,

V.

ATAIN SPECIALTY INSURANCE
COMPANY; INDIAN HARBOR ISURANCE
COMPANY, WESTCHESTER SURPLUS
LINES INSURANCE COMPANY and
GREAT LAKES INSURANCE, SE,

Defendants.

NO. 2:18-cv-01761-RAJ

**STIPULATION AND ORDER
BARRING CLAIMS BY NON-
SETTLING THIRD PARTY
INSURERS AGAINST DEFENDANT
GREAT LAKES INSURANCE, SE AND
DIMISSING GREAT LAKES WITH
PREJUDICE**

STIPULATION

Defendant Great Lakes Insurance, SE (“Great Lakes”) has reached a settlement with Plaintiff Canyon Estates Condominium Association (“Association”), which settlement concludes all claims and issues between the Association and Great Lakes raised in this lawsuit. Under the terms of the Settlement Agreement, Great Lakes has paid the Association \$2,000,000 in compromise of the disputed claims regarding insurance coverage for the Association’s

**STIPULATION AND ORDER BARRING CLAIMS AND
DISMISSING GREAT LAKES INSURANCE, SE WITH
PREJUDICE – 1**

bracepoint
law, p.s.
2775 Harbor Avenue SW, Suite D
Seattle, WA 98126-2138
Tel (206) 212-0032
Fax (206) 770-6548

1 claims and Great Lakes' handling of the Association's loss. **Exhibit A.** In exchange, the
2 Association agreed to release Great Lakes from and against all claims. *Id.*

3 In light of Great Lakes's settlement, the Association, and the remaining defendants in
4 this Action, Indian Harbor Insurance Company and Great Lakes Insurance, SE, now wish to
5 stipulate to the entry of a similar claim bar order as entered with respect to the Association's
6 settlement with Westchester (Dkt. 130).

7 The Parties now stipulate that a similar claim-bar Order be issued with respect to the
8 settlement reached by the Association and Great Lakes and that Great Lakes be dismissed from
9 this case with prejudice and without costs to any party.

10 Below is a proposed form of Order.

11 DATED April 13, 2020.

12
13 BRACEPOINT LAW, P.S.
14

15 By /s/ Michael Hooks

16 Michael P. Hooks, WSBA No. 24153
17 Attorney for Great Lakes Insurance, SE
18 2775 Harbor Ave SW, Suite D
19 Seattle, WA 98126
20 Tel : 206-212-0032
21 Fax : 206-770-6548
22 Email : mhooks@bracepointlaw.com
23
24
25
26

1 Approved as to form by:

2

3 ASHBAUGH BEAL

4

5 By: /s/ Michael Hooks (per email authorization)

6 Jesse D. Miller, WSBA #

7 Zachary O. McIssac, WSBA #

Jocelyn J. Whiteley

8 701 5th Avenue, Suite 1000

Seattle, WA 98104

9 Attorneys for Plaintiff

10

11 LANE POWELL

12

13 By: /s/ Michael Hooks (per email authorization)

14 David M. Schoeggl, WSBA #13638

Stephania C. Denton, WSBA #21920

1420 5th Avenue, #4200

15 Seattle, WA 98111

16 Attorneys for Defendant Indian Harbor Association

17

18

19

20

21

22

23

24

25

26

STIPULATION AND ORDER BARRING CLAIMS AND
DISMISSING GREAT LAKES INSURANCE, SE WITH
PREJUDICE – 3

bracepoint
law, p.s.

2775 Harbor Avenue SW, Suite D

Seattle, WA 98126-2138

Tel (206) 212-0032

Fax (206) 770-6548

SIGNATURE ATTESTATION

I, Michael Hooks, am an EFC user whose ID and password are being used to file this Stipulated Request. I attest that concurrence in the filing of this document has been obtained from the other signatories.

/s/ Michael Hooks
Michael Hooks, WSBA #24153
Co-counsel for Defendant Great
Lakes Insurance, SE

ORDER

This matter having come before the Court on the Stipulation of the parties, above, and the Court having considered the parties' Stipulation as the relevant pleadings and papers on file in this action,

IT IS HEREBY ORDERED as follows:

1. The settlement between the Association and Great Lakes is reasonable, including but not limited to the settlement amount;
2. In order to protect the interests and rights of the Non-Settling Insurers in this action which have asserted a contribution claim against Great Lakes or which in the future may have asserted such a claim; the Court further orders as follows:

a. Subject to applicable Washington law, the non-settling insurers are entitled to seek an offset against Plaintiff up to the amount of the Two Million Dollars (\$2,000,000) settlement against any amounts one or more non-settling insurers may be

deemed to owe to Plaintiff Canyon Estates Condominium Association in this action in any post-judgment hearing before the Court; and

b. Plaintiff Association is responsible and shall bear the burden for any shortfall between the amounts paid by Great Lakes and Great Lakes' overall liability in excess of its \$2,000,000 settlement payment.

3. The Court orders that any and all claims for contribution, allocation, subrogation, or equitable indemnity, as well as any other causes of action in connection with this litigation against Great Lakes are hereby barred.

4. Great Lakes is dismissed from this action with prejudice, and each party bear its own costs.

DATED this 13th day of April, 2020.

Richard D. Jones

The Honorable Richard A. Jones
United States District Judge

**STIPULATION AND ORDER BARRING CLAIMS AND
DISMISSING GREAT LAKES INSURANCE, SE WITH
PREJUDICE – 5**

bracepoint
law, p.s.